



# Tradespeople & Homeworkers

Policy

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## Welcome to RSA

RSA are one of the UK's largest insurers and one of the world's longest-serving general insurance companies. Our purpose is to help customers prosper in the good times whilst building resilience for the bad times by providing insurance offerings that meet your needs.

Through the strength of our products and the expertise of our teams, we aim to minimise disruption to your business when things change or go wrong, allowing you to focus on running your business knowing you are in safe hands.

Thank you for choosing RSA.

### About Your Policy

**Your Policy** is made up of this **Policy** wording and the accompanying **Schedule** and **Statement of Fact**.

These documents collectively form the contract of insurance and should be read collectively as one.

This **Policy** is a legal contract between **You** the 'Policyholder' (also referred to as You/Your/Yourself) and Royal & Sun Alliance Ltd (Us/We/Our/Ourselves/RSA). Please take the time to read all parts of **Your Policy** carefully, and to familiarise **Yourself** with the content.

**Your Policy** sets out the details of **Your** insurance including what is covered and any exclusions or limitations. It also sets out the rights and obligations of the two parties, as well as other important information that **We** recommend **You** familiarise **Yourself** with.

Throughout this **Policy** any:

- reference to the singular will include the plural or vice versa.
- legal references shall include any equivalent legal provision in the jurisdiction of **Your** ordinary residence or location of the risk insured provided that such jurisdiction falls within the **Territorial Limit** of this **Policy**.
- references to any Act or law including any rule, order, regulation or other similar instrument made thereunder shall include any amendment, replacement, consolidation or re-enactment of such Act or law.
- heading is intended for ease of reference only and does not affect its interpretation.

Please read **Your** documents carefully. If there are any aspects of **Your Policy** of which **You** are uncertain, or **You** believe to be incorrect please contact **Us** or **Your** broker if **You** have one.

This **Policy** wording is available in large print format on request.

Should you need to contact **Us**, **You** can do so via **Your** broker if **You** have one, or by email, telephone or via **Our** web-site using the contact details provided in this **Policy**. Alternatively, **You** may write to **Us** at:

RSA Customer Relations Team  
P O Box 255  
Wymondham  
NR18 8DP

### Your Duty of Fair Presentation

**Our** acceptance of this risk is in accordance with the Insurance Act 2015 which requires **You** to make a fair presentation of the risk.

### Your obligation to disclose material circumstances

There is a legal duty on **You** to provide **Us** with a fair presentation of the subject matter of this insurance. This duty is fulfilled by ensuring that **We** have access to all material information about **Your** risk when calculating the premium and setting the terms and conditions of **Your Policy**. Provided the on-line questions have been completed accurately and in good faith, and assumptions generated on the **Statement of Fact** checked, **We** will accept this as being a fair presentation of the risk.

### Alteration of the Risk

The duty continues throughout the **Period of Insurance**, so if there is a change of circumstance which might adversely affect the risks against which **You** have insured, **You** should make a fair presentation of this to **Us**. At that time, **We** may wish to amend the premium, or set new terms and conditions to reflect the change in circumstance.

### Breach of Duty and how that may impact You.

If at any time **You** fail to make a fair presentation of the risk insured, including of any change in circumstance, then **We** may be entitled to cancel this **Policy** or reduce the amount of any claims payment in accordance with the provisions of the Insurance Act 2015.

### Navigating Your Policy

**We** appreciate that there will be aspects of this **Policy** that **You** may need to access quickly. This page sets out where **You** can find this information for ease of

reference. Some words in this **Policy** have a special meaning. They start with a capital letter and are in bold type whenever they appear in the **Policy**, and are listed under **Definitions - Words with special meanings**. **We** do recommend that **You** familiarise **Yourself** with all parts of **Your Policy**.

### What is covered and not covered by Your Policy?

**Your** cover is broken down into different policy sections which may contain section level definitions, exclusions, and conditions. These operate specifically to the cover being provided under that section.

However, they also operate in addition to any **General Exclusions** and **General Conditions** that apply across all sections of the **Policy** unless otherwise stated.

### What information do You need to share with Us about You and Your Business?

**Our** agreement to issue this **Policy** is based upon **You** making a fair presentation of the risk in accordance with the provisions of the Insurance Act 2015. Failure to do so may impact **Your Policy** and payment of claims. Please refer to **Your Duty of Fair Presentation**.

### How can You make a claim?

Details of how **You** can make a claim and any obligations upon **You** or **Us** throughout the claim process can all be found under Claims Conditions.

### How may this policy be cancelled?

Details of both parties' rights to cancel this **Policy** and any premium that may be due back to **You** upon such cancellation are set out under **Cancelling the Policy** and **Premium Adjustment** within the **General Conditions**.

### How will We process Your information?

Any personal information that **You** provide, will be managed by **Us** in accordance with **Our** Privacy policy. **We** have included a section which provides the detail and a link to RSA's full Privacy Statement. Please refer to **Your Personal Information**.

### How can You make a complaint?

Whilst we endeavour to ensure good customer outcomes in all that **We** do, there may be times where **You** feel that **We** have not met **Your** expectations. **We** have set out the options available to **You** in such circumstances under **Making a Complaint**.

# Customer Care Services

As part of **Our** commitment to customer care **We** have provided additional services to help **You** when **You** need it most.

## Claims Helpline

**We** recognise that losses mean disruption to **Your Business** and that the ultimate test of any insurance policy is providing a fast, effective claims service. **We** also realise that running a business means that it might not be convenient for **You** to report a claim to **Us** during normal office hours. That's why **You** can now notify **Us** of any claim when it suits **You** – any time of the day or night. All **You** have to do is call!

- **24 hour Claims Helpline**

**0345 300 4006**

(Please quote **Your Policy Number**)

## Advice Lines

Where do **You** turn to for answers to questions that affect **Your Business**? **Our** advice lines will put **You** in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

Legal Assistance (available 24 hours)

Health and Safety issues (available 24 hours)

Tax advice (available Monday to Friday, 9am to 5pm)

Stress Counselling (available 24 hours)

- **Advice Lines**

**01455 251500**

(Please quote reference number **70108**)

**You** will only be able to make a claim under this **Policy** for Legal Expenses Insurance if this section is shown as Included in **Your Schedule**.

Please note that if Legal Expenses Insurance is included under **Your Policy** the same telephone number applies in respect of **Covered Legal Proceedings 1 – Employment Disputes** which requires **You** to have sought and followed advice from our Legal Consultants using this number before materially changing or attempting to change the particulars of an **Employee's** contract of employment or dismissing an **Employee** (whether or not by reason of redundancy). Please refer to page 43 of the Legal Expenses Insurance section of this **Policy** for more information.

## Claim Notification

Conditions that apply to this **Policy** in the event of a claim are set out in the **Policy** Conditions pages of this **Policy**. It is important that **You** comply with all **Policy** Conditions and **You** should familiarise yourself with their requirements.

Directions for claim notification are included in the **Policy** Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The **Policy** Conditions require **You** to provide **Us** with any reasonable assistance and evidence that **We** may require concerning the cause and value of any claim. Ideally, as part of **Your** initial claim notification, **You** should provide:

- **Your** name, address, and **Your** email and contact numbers
- Personal details necessary to confirm **Your** identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known or in respect of injury the nature and extent
- The crime reference number where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable **Us** to make an initial evaluation on policy liability and claim value. **We** may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item **You** are claiming for is beyond repair

Sometimes **We** or someone acting on **Our** behalf, may wish to meet with **You** to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

**We** take pride in the claims service **We** offer to **Our** customers. **Our** philosophy is to repair or replace lost or damaged property, where **We** consider it appropriate, and **We** have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where **We** can offer repair or replacement through a preferred supplier but **We** agree to pay a cash settlement, then payment will normally not exceed the amount **We** would have paid our preferred supplier.

# Claims Conditions

## 1 Making a Claim

Where an **Event** which could give rise to a claim under this **Policy** happens **You** will

- A) tell **Us** as soon as reasonably practicable and no later than 30 days of **Your** becoming aware of the **Event** or occurrence and provide **Us** with all information and help **We** reasonably require in respect of the claim and where requested by **Us** and at **Your** expense, written details containing as much information as possible on the **Event**, **Damage**, accident or Injury including (to the extent possible) the amount of the claim
- B) notify the police within 24 hours of **Damage** caused by malicious persons or thieves
- C) not admit or deny liability nor make any offer, compromise, promise or payment, enter into any agreement or give any undertaking in respect of the claim without **Our** written consent
- D) pass to **Us** immediately, unanswered, all communications from third parties in relation to any **Event** which may result in a claim under this **Policy**
- E) tell **Us** immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document **You** receive in relation to any such matter
- F) provide **Us** with such books of account or other business books or documents or such proofs as may reasonably be required by **Us** for investigating or verifying the claim
- G) provide to **Us** (if required) a statutory declaration of the truth of the claims and any related matter.

**Where it is material to the loss, failure to comply with any of these conditions will result in Us not paying Your claim.**

## 2 Our Control Of Claims

**We** will be entitled

- A) on the happening of any **Damage** to take and keep possession of the property insured, to deal with the salvage in a reasonable manner without thereby incurring any liability, without diminishing **Our** right to rely on any conditions of this **Policy**. This **Policy** will be proof of leave and license for such purpose
- B) at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim and to take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation or secure indemnity from any third party in respect of any **Event** insured by this **Policy**. **You** will give all information and assistance reasonably required

- C) to any property for the loss of which a claim is paid hereunder and **You** will execute all such assignments and assurances of such property as may be reasonably practicable but **You** will not be entitled to abandon any property to **Us**
- D) at **Our** option to repair or replace the property or any part of the property for which **We** may be liable under this **Policy** provided that **We** will not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. **We** shall not in any case be bound to expend in respect of any one of the items insured more than the **Sum Insured**.

## 3 Other Insurance

If **You** claim under this **Policy** for something which is also covered by another policy **We** will only pay for the following amounts

- A) In respect of Liabilities Insurance

Any amount beyond that which would have been payable under such other insurance had this **Policy** not been effected. This condition does not apply to the Contingent Motor Liability cover under Section 2 Public Liability/Product Liability.

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction **We** will not pay the costs and expenses where cover for these is provided by any other insurance or where but for the existence of this **Policy** they would have been covered by such insurance.

- B) In respect of all other Insurances under this Policy

**Our** proportionate share of the claim.

## 4 Arbitration (Not applicable to Liabilities Insurance)

If there is any disagreement between **You** and **Us** as to the amount to be paid under this **Policy**, liability being otherwise admitted, the disagreement shall be referred to an arbitrator in accordance with the Arbitration Act 1996 or any subsequent legislation replacing that Act.

The party against whom the decision is made shall meet all costs of the arbitration in full.

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs.

If the decision is made in **Our** favour **Your** costs shall not be recoverable under this **Policy**. This procedure does not prejudice any right of recourse **You** have to any other complaints procedure to which **We** subscribe or to the courts.

## 5 Notice of Adjudication (Not applicable to Liabilities Insurance)

**You** shall on receipt of a **Notice of Adjudication** relating to any circumstance which has given or may give rise to a claim under this **Policy** provide immediate notice (or on the first working day after) by telephone to **Us**.

## General Conditions

### 1 Alteration of Risk

No cover shall be provided under this **Policy** if and to the extent that any **Damage** arises as a result of any material alteration to or of

A) the **Business**; or

B) **Property**

during the **Period of Insurance** of this **Policy**.

### 2 Change of Status

This **Policy** shall be automatically terminated if and when

A) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued

or

B) **You** cease to have an interest that is insurable for example; the **Premises** have been sold to a third party. However this right to avoid the **Policy** does not apply in the event of **Your** death

### 3 Basis of Rating

The premium is based on the total Number of Workers shown under Employee Type in **Your Statement of Fact**. **You** must tell **Us** immediately if this number changes and pay any extra premium which may be necessary subject to the provisions of Sections 1 and 2 of Liabilities Insurance in respect of Temporary Workers (Extensions to Cover 3 and 7 respectively).

### 4 Cancelling the Policy

**You** may cancel this **Policy** by informing **Us** in writing, and cancellation will be effective from the date of receipt of **Your** instructions.

**We** may cancel this **Policy** by sending 30 days written notice to **Your** last known address.

In the event of cancellation, **We** will refund the premium **You** paid for the rest of the insurance period. **We** will only do this if **You** have not made a claim during the **Period of Insurance** or if the amount to be refunded is greater than £25.

### 5 Cancellation of Your Fixed Sum Loan Agreement

Where **We** have agreed to **You** paying **Your** premium by monthly instalments, then in the event that there is a default in the instalments due under the payment schedule, **We** reserve the right to terminate **Your Policy** and **You** will no longer be insured by **Us**.

If **Your** monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 1974, then this shall be deemed to be a linked loan agreement. In the event that there is a default in the instalments due under the payment schedule, **We** reserve the right to also terminate that linked loan agreement.

### 6 Contracts (Rights of Third Parties) Act 1999

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### 7 Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **You** and **We** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **You** and **We** agree otherwise in writing **We** have agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** are based or, if **You** are based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **You** are based.

**We** and **You** have agreed that any legal proceedings between **You** and **Us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** are based, or, if **You** are based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **You** are based.

### 8 Observance of Terms

Failure to comply with any of the terms and conditions of the **Policy** where they are material or relevant to any loss will entitle **Us** to reduce or avoid **Your** claim.

### 9 Our Liability

All the sums insured, **Limits of Indemnity** and any other restrictions on the amount of **Our** liability stated in this **Policy**, will apply as maximum limits to **Our** liability irrespective of the number of **Persons Entitled to Indemnity** under this **Policy**.

For all purposes, including, but not limited to the application of sums insured, **Limits of Indemnity** and any other restrictions on the amount of **Our** liability stated in the **Policy**, the definition of **You** shall constitute one insured party, and there shall only be one contract of insurance between that insured party and **Us**.

### 10 Reasonable Precautions

**You** must at **Your** own expense take all reasonable steps to prevent or minimise any **Damage** or any **Injury** to **Employees** or the public.

If **You** discover any defect or danger, **You** must make it good as soon as practicable and in the meantime take such additional precautions as circumstances reasonably require.

### 11 Asbestos

Unless agreed by **Us** in writing to the contrary, **You** must ensure that **You** only undertake visual inspections in relation to **Asbestos** and when coming into contact with **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials** **You** always stop work and employ a licensed **Asbestos** contractor

Where it is material to the loss, failure to comply with any of these requirements will result in **Us** not paying **Your** claim.



## 12 Sanctions

**We** shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this **Policy** if and to the extent that doing so would breach any **Prohibition**.

If any **Prohibition** takes effect during the **Period of Insurance**, **You** or **We** may cancel that part of this **Policy** which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of this **Policy** is cancelled, **We** shall, if and to the extent that it does not breach any **Prohibition**, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

For the purpose of this clause a **Prohibition** shall mean any prohibition or restriction imposed by law or regulation including but not limited to:

- [1.] Any prohibition or restriction under United Nations resolutions;
- [2.] Any prohibition or restriction under the trade and/or economic sanctions laws and/or regulations of, the United Kingdom, the European Union, the **United States of America** (including secondary sanctions) or any other jurisdiction relevant to the parties; and
- [3.] Any licence requirement and/or regulations in respect of transit and/or export control, under those laws and/or regulations, unless such licence or regulatory approval has been obtained prior to the activity commencing and **We** have approved the provision of insurance for the activity concerned.

## 13 Premium Adjustment

**We** do not charge any administration fees or cancellation fees for this **Policy**.

**We** will agree to waive any premiums due to **Us** that are less than £25.

**We** will not refund any premiums due to **You** that are less than £25.

## General Exclusions

(Exclusions that do not apply to the whole Policy are shown in the individual Insurance section).

### THIS INSURANCE (INCLUDING ALL EXTENSIONS OF COVER) DOES NOT COVER

#### 1 War and Allied Risks

**Damage** and any loss, expense or liability caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

This Exclusion shall not apply in respect of Liabilities Insurance Section 1 Employers' Liability.

#### 2 Radioactive Contamination

**Damage** and any loss or expense or liability resulting or arising of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- C) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

#### 3 Terrorism

**Damage** or any loss occasioned by or happening through or in consequence directly or indirectly of:

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss,

and

- B) in Northern Ireland civil commotion.

This **Policy** also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by, resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In **Great Britain** and Northern Ireland Terrorism means:

acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of HM's government in the United Kingdom or any other government de jure or de facto.

In so far that the insurance by this **Policy** is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland Terrorism means:

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to:

- 1) influence any government or any international governmental organisation

or

- 2) put the public or any section of the public in fear.

In any action, suit or other proceedings where **We** allege that by reason of this Exclusion any **Damage** or loss resulting from **Damage** is not covered by this **Policy** the burden of proving that such **Damage** or loss is covered shall be upon **You**.

This Exclusion shall not apply in respect of the Liabilities Insurance, Personal Accident Insurance and Legal Expenses Insurance sections in the **Policy**.

#### 4 Cyber and Data

Any:

- i) **Cyber Loss** or;
- ii) loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This shall not exclude subsequent **Damage to Property Insured** and the amount of loss resulting from interruption of or interference with **Your Business** caused by such **Damage to Property Insured** where such **Damage** is caused by any of the following **Events** which directly results from a **Cyber Incident** or a **Cyber Act** unless otherwise excluded by this **Policy**:

Fire, smoke, lightning, explosion, earthquake, Riot and malicious vandalism (but only where involving physical force or violence), Storm or flood, Escape of water or oil from any tank apparatus, pipe or appliance, Impact by any road vehicles or animal, Impact by aircraft or other aerial devices or articles dropped from them, Accidental escape of water from an automatic sprinkler installation or Theft or attempted theft.

This Exclusion shall not apply in respect of the Liabilities Insurance, Personal Accident Insurance and Legal Expenses Insurance sections in the **Policy**.

#### 5 Disease

Loss (whether physical or otherwise), destruction or damage, or costs or expenses, directly or indirectly occasioned by, arising from, caused by or in any way attributable to:

- A) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites, or
- B) any disease arising from any such pathogen or microorganism, or
- C) the threat or fear (actual or perceived) of A) or B)

This Exclusion shall apply regardless of any other term of this **Policy** except:

- i. any cover otherwise provided by this **Policy** for:
  - a) **Damage** which itself results directly from the following events insured unless otherwise excluded under this **Policy**:

Fire, smoke, lightning, explosion, earthquake, Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons, Storm or flood, Escape of water or oil from any tank apparatus, pipe or appliance, Impact by any road vehicle or animal, Impact by aircraft or other aerial devices or articles dropped from them, Accidental escape of water from an automatic sprinkler installation, Theft or attempted theft, Subsidence, Ground Heave or Landslip.

subsequent upon A), B) or C) above;

- b) loss due to interruption or interference with **Your Business** as a direct consequence of such subsequent **Damage** insured under ii) a) above.

This Exclusion shall not apply in respect of the Liabilities Insurance, Personal Accident Insurance and Legal Expenses Insurance sections in the **Policy**.

## Definitions – Words with special meanings

### Aircraft Products

Any structural parts propulsion equipment landing gear substructure electronic equipment hydraulic equipment technical instruments tyres fuel equipment or any other product which is knowingly manufactured sold or distributed by **You** for use in any aircraft aerospace device or aerial device.

### Arc

The administrator appointed by **Us** to manage claims under the Legal Expenses Insurance section of the **Policy**. Arc Legal Assistance Ltd who are authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

### Asbestos

Asbestos, crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.

### Asbestos Containing Materials

Any material containing **Asbestos** or **Asbestos Dust**.

### Asbestos Dust

Fibres or particles of **Asbestos**.

### Business

That shown in the **Schedule** and conducted solely from premises in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man and shall include

- 1 ownership, repair and maintenance of **Your** own property
- 2 provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any **Person Employed**
- 3 fire and security services maintained solely for the protection of premises which **You** own or occupy
- 4 private work undertaken by any **Person Employed** for any of **Your** directors, partners or **Employees** with **Your** prior consent
- 5 attendance at or participation in **Exhibitions** by any **Employee** or director in connection with their employment

but excluding any work undertaken **Offshore**.

### Business Equipment

- 1 machinery, plant, fixtures, fittings, and other trade equipment
- 2 portable electronic equipment
- 3 computer equipment including portable computers and ancillary devices
- 4 all office equipment and other contents

all belonging to **You** or any **Employee** or for which **You** are responsible.

Business Equipment does not include **Tools**.

### Business Stock

Stock and materials in trade belonging to **You** or for which **You** are responsible.

### Contract(s)

All constructional work undertaken by **You** in the course of the **Business** at any **Contract** site within the **Territorial Limits**

but excluding any work which involves

- 1 an original **Estimated Contract Price** in excess of the **Sum Insured** for **Permanent and Temporary Works** shown under Section 1 of Contractor's All Risks Insurance in the **Schedule**
- 2 a **Contract** period in excess of 12 months (excluding the maintenance period)
- 3 demolition unless it forms part of a contract undertaken by **You** for rebuilding, alteration maintenance or repair
- 4 the construction of or any work in or on airports, aircraft, watercraft, collieries, mines, gas, petrochemical and chemical works, railways, railway installations, power stations, oil refineries, fuel depots, quarries, offshore rigs or platforms
- 5 the construction, alteration, maintenance and repair of bridges, viaducts, subways, chimney shafts, blast furnaces, steeples, tunnels, docks, piers or wharves, motorways or dams
- 6 piling, underpinning, the use of explosives or work in or on or adjacent to rivers, lakes and tidal waters
- 7 the handling, storage or transport of any hazardous substances such as gases, **Asbestos**, radioactive substances, or toxic chemicals.

### Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data processing media, networking equipment or back up facility, whether owned or operated by **You** or by any other party.

### Contribution

The first part of each and every claim as shown in the **Schedule** which **You** and **We** have agreed will be paid by **You**.

The **Contribution** shown in the **Schedule** does not apply if the total claim value exceeds £5,000, unless the **Contribution** has been specifically increased above the standard amount.

### Court

A Court or other competent authority.

### Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

### Cyber Incident

- A) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or

- B) any partial or total unavailability or failure or series of related partial or total unavailabilities or failures to access, process, use or operate any **Computer System**.

## Cyber Loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

## Data

Any data of any sort, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any other information whatsoever.

## Damage

Physical loss destruction or damage.

## Defective Property

**Property Insured** which is defective in design, plan, specification, materials or workmanship.

## Defined Peril

Fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, theft, accidental escape of water from any automatic sprinkler installation, subsidence, ground heave or landslide.

## Dispute

Any cause, event or circumstance which may give rise to **Legal Proceedings**.

## Director

Any natural person who was, is, or becomes: a Director or de facto Director of **Yours** including a shadow Director (as defined under section 251 of the Company Act 2006 or any equivalent provision in the legal jurisdiction in which **You** are incorporated) and any person named in any prospectus issued by **You** as a prospective Director.

## Employee(s)

Any individual under a contract of service or apprenticeship with **You**.

## Estimated Contract Price

The sum agreed between **You** and **Your** principal or employer as payment for completion of the **Permanent and Temporary Works** or where there is no principal or employer the value of the works to be completed at a single **Contract** site.

## Event(s)

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

## Great Britain

England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987).

## Hired-in Plant

Constructional plant and equipment and **Temporary Buildings** which **You** have hired for use in connection with the **Contracts** excluding **Tools**.

## Injury

In respect of Liabilities Insurance Sections 1 and 3 (Part A)

- Bodily injury, death, disease or illness.

In respect of Liabilities Insurance Sections 2 and 3 (Part B)

- Bodily injury, mental injury, death, disease or illness.

## Insured Person

**You** or another person against, or by whom, **Legal Proceedings** are brought where cover for this is provided within the **Policy**.

## Legal Expenses

- 1 Any fees and disbursements reasonably and properly incurred by **Arc** or the **Representative** in connection with **Legal Proceedings**; and
- 2 Any costs payable by an **Insured Person** following an award of costs or agreement to pay costs as part of any settlement made in connection with **Legal Proceedings**.

**Excluding** any VAT which is recoverable by **You** in respect of the sums above.

## Legal Proceedings

The pursuit or defence of legal **Disputes** or **Disputes** about statutory decisions.

## Limit of Indemnity

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

## Limit of Liability

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

## Notice of Adjudication

Any notice issued to a party to a **Contract** to which the Housing Grants Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the Contract to Adjudication.

## Nuclear Material

- 1 Nuclear fuel other than natural or depleted uranium capable of producing energy by a self-sustaining chain process of nuclear fission outside a nuclear reactor either alone or in combination with some other material and
- 2 radioactive products or waste produced in or any material made radioactive by exposure to the radiation incidental to the production or use of nuclear fuel not including fabricated radio isotopes or **Production or Use of Nuclear Material**.

Offshore

Embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

Overnight

During the hours 21:00 or when the vehicle was last used that day whichever is the earlier and 06:00 or when the vehicle was first used that day whichever is the later.

Own Plant

Constructional plant and equipment and Temporary Buildings for use in connection with the Contracts excluding Hired-In Plant and Tools.

Partner

A member of a partnership established under any of:

- The Partnership Act 1890;
- The Limited Partnerships Act 1907
- The Limited Liability Partnerships Act 2000

or any equivalent or subsequent legislation.

Period of Insurance

The period beginning with the "From" date and ending with the "To" date shown in the Schedule.

Permanent and Temporary Works

The permanent works and temporary works executed by You or on Your behalf in the performance of the Contracts and materials supplied as part of the Contract including free issue materials provided that the value of such materials is included within the Sum Insured.

Person Employed

- 1 Employee

2 labour master and individuals supplied by him

3 individual employed by labour only sub-contractors

4 self-employed individual (not being in partnership with You)

5 individual hired to or borrowed by You

6 individual undertaking study or work experience while under Your supervision

}

while under Your direct control and supervision

Person Entitled to Indemnity

- 1 You

2 Your personal representatives in respect of legal liability incurred by You

3 at Your request

A) any principal

B) any of Your directors or partners

C) any Person Employed

against legal liability in respect of which You would have been entitled to indemnity under this Policy if the claim had been made against You

- D) the officers, committees and members of Your canteen, social, sports and welfare organisations and first aid, fire, ambulance, medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided

E) any of Your directors or partners or Employees in respect of private work undertaken by any Person Employed for such directors partners or Employees with Your prior consent

provided that such people shall keep to the terms, conditions and limitations of this Policy so far as they can apply.

Policy

The policy wording (along with the Schedule and Statement of Fact) which forms part of the legal contract between You and Us.

Production or Use of Nuclear Material

The production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling or disposal of Nuclear Material.

Property

Material Property but shall not include Data.

Property Insured

Permanent and Temporary Works, Own Plant and Hired-in Plant for which You are responsible all as defined in the Policy and where shown as included in the Schedule.

Qualified Person

Any Employee(s) aged over 18 years who has a minimum of two years' experience, and who holds the relevant certificates or qualifications applicable to the treatments provided laid down by the governing body for that treatment.

Representative

A solicitor or other qualified person approved by Arc to represent the Insured Person in Legal Proceedings in accordance with the terms and conditions of the Legal Expenses Insurance section of the Policy.

Schedule

The document providing details of the various Insurances which are included in Your Policy together with the levels of cover applying under each.

Speculative Development

Property built for sale or letting by You other than under a Contract for a principal.

Statement of Fact

The document setting out information provided by You or Your representative as being relevant to the cover that has been applied for. It also includes assumptions We have made about factual circumstances relevant to the cover and which are confirmed by You as true and correct.

Substantial Completion

A building shall be deemed to be substantially complete when the work remaining relates only to the prospective purchaser's or tenant's choice of decoration, fixtures and fittings.

### Sudden Pollution or Contamination Incident

Pollution or contamination of buildings or other structures or of water or land or of the atmosphere caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place happening anywhere in the world other than the **United States of America** during the **Period of Insurance**. Provided that all pollution or contamination which arises out of one Sudden Pollution or Contamination Incident shall be considered by **Us** for the purposes of this **Policy** to have occurred at the time such incident takes place.

### Sum Insured

Value shown in the **Schedule** which represents the maximum amount **We** will pay.

In respect of **Buildings** and **General Contents** the Sum Insured is the **Declared Value** plus an allowance for inflation during the **Period of Insurance** and in the event of a claim the period of reinstatement.

### Temporary Buildings

Temporary buildings including internal fixtures and fittings for use in connection with the **Contract**.

### Territorial Limits

The United Kingdom of **Great Britain** and Northern Ireland, the Isle of Man, and the Channel Islands.

### Tools

Hand tools and portable power tools belonging to **You** or any **Employee** or for which **You** are responsible.

Tools does not include **Business Equipment**

### United States of America

United States of America or any other territory within its jurisdiction.

### Water Table Level

The level below which the ground is completely saturated with water.

### We/Us/Our

Royal & Sun Alliance Insurance Ltd  
St Mark's Court  
Chart Way  
Horsham  
West Sussex  
RH12 1XL

### You/Your/Yours/Yourselves

The Policyholder shown in the **Schedule**.

# Liabilities Insurance

## Section 1 Employers' Liability

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

### What is covered

Any **Person Entitled to Indemnity** is covered

- 1 against legal liability for damages in respect of **Injury** of any **Person Employed** caused during any **Period of Insurance**
  - A) in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man
  - or
  - B) while temporarily outside these territories

arising out of and in the course of employment by **You** in the **Business**
- 2 in respect of
  - A) claimants costs and expenses which **You** are legally liable to pay in connection with any claim
  - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
  - C)
    - i) costs of legal representation at proceedings in any Court arising out of any alleged breach of statutory duty resulting in **Injury** including the defence of any criminal proceedings brought against **You** or **Your** director or partner or **Employee** for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
    - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success
  - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section

incurred with **Our** prior written consent.

### What is not covered

#### 1 Radioactive Contamination

- Any legal liability directly or indirectly caused by, or contributed to by, or arising from
- A) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel
  - or
  - B) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it
- where the legal liability is
- i) that of any principal
  - ii) accepted under an agreement without which the legal liability would not exist.

#### 2 Road Traffic Legislation

Any legal liability for **Injury** in respect of which **You** are required to arrange insurance or security in accordance with road traffic legislation.

#### 3 Fines or Penalties

- Any legal liability for
- A) fines or penalties
  - B) the costs of appeal against any improvement or prohibition notices
  - C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
  - D) compensation ordered or awarded by a Court of Criminal Jurisdiction.



# Extensions to Section 1

## THIS INSURANCE ALSO COVERS

### What is covered

#### 1 Compensation for Court Attendance

If **We** require any director, partner or **Employee** of **Yours** to attend Court as a witness in connection with a claim **We** will pay **You** the amount shown below

- A) for any director or partner of **Yours** £500 per day
- B) for any **Employee** £250 per day.

#### 2 Unsatisfied Court Judgements

If an **Employee** or their personal representative is awarded damages for **Injury** in any Court situated in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man which is not paid, in whole or in part, after 6 months, **We** will, at **Your** request, pay the amount of the judgement provided that

- A) the damages are awarded against a company or individual operating from premises in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man
- B) the **Injury** was caused during any **Period of Insurance** in the course of employment by **You**
- C) there is no on-going, planned or outstanding appeal
- D) the **Employee** or their personal representative shall assign the judgement to **Us**.

#### 3 Temporary Workers

If **You** engage **Persons Employed** on a temporary basis **We** will include such workers without additional charge provided that the combined total number of days during which such workers are engaged does not exceed 50 days in any one **Period of Insurance** in respect of all temporary **Persons Employed**.

### What is not covered

## Employers' Liability – How We settle claims

### How We settle claims for Your legal liabilities to Persons Entitled to Indemnity

Subject to the terms and conditions of **Your Policy**, **We** will pay the amount of any damages and costs which a Court has ordered **You** to pay or which **You** have (with **Our** written consent) agreed to pay, in addition to any costs that **You** have incurred with **Our** written consent.

### The most We will pay

**Our** liability for **Injury** and costs and expenses payable in respect of any one **Event** will not exceed the **Limit of Indemnity** shown under Section 1 (Employers' Liability) in **Your Schedule**.

For the purposes of the **Limit of Indemnity** applying to Terrorism (as shown in the **Schedule**), Terrorism means

acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of HM's government in the United Kingdom or any other government de jure or de facto.

### Our right to pay the full limit at any time

In respect of any one **Event**, **We** may pay the **Limit of Indemnity** shown in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims arising from the **Event** can be settled.

**We** will then relinquish control of such claims and be under no further liability.

### Parties to the contract of insurance

The total amount payable by **Us** in respect of all damages, costs and expenses arising out of all claims during any one **Period of Insurance** consequent on or attributable to one source or original cause irrespective of the number of **Persons Entitled to Indemnity** having a claim under this **Policy** consequent on or attributable to that one source or original cause shall not exceed the **Limit of Indemnity** shown under Section 1 (Employers' Liability) in **Your Schedule**.

For the purposes of the **Limit of Indemnity** all of the **Persons Entitled to Indemnity** under this **Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

## Section 2 Public Liability/Products Liability

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

### What is covered

Any **Person Entitled to Indemnity** is covered

- 1 up to the **Limit of Indemnity** against legal liability for damages in respect of
  - A) accidental **Injury** of any person
  - B) **Damage to Property**
  - C) accidental nuisance, accidental trespass to land or goods, or accidental interference with any easement, right of air, light, water or way
  - D) wrongful arrest or false imprisonment

happening during any **Period of Insurance** in connection with the **Business**
- 2 in respect of
  - A) claimants' costs and expenses which **You** are legally liable to pay in connection with any claim under 1 above
  - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
  - C)
    - i) costs of legal representation at proceedings in any Court arising out of any alleged breach of statutory duty resulting in **Injury** including the defence of any criminal proceedings brought against **You** or **Your** director or partner or **Employee** for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
    - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success
  - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section

incurred with **Our** prior written consent.

### What is not covered

#### 1 Mechanical Vehicles

- Any legal liability arising from or out of the ownership possession or use by or on behalf of **You** or any **Person Entitled to Indemnity** of any
- A) mechanically propelled vehicle other than legal liability arising out of
    - i) the use of plant as a tool of trade on site
    - ii) the use of plant at **Your** premises
    - iii) the loading or unloading of any vehicle

except where **You** are required to arrange insurance or security in accordance with road traffic legislation, or where cover is provided by a motor insurance policy
  - B) aircraft or other aerial device
  - C) aerospace device
  - D) hovercraft
  - E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).

#### 2 Employers' Liability

Any legal liability for bodily injury or mental injury to or death, disease or illness of any **Person Employed** arising out of and in the course of employment by **You** in the **Business**.

#### 3 Property in Your Custody or Control

- Any legal liability for **Damage** to any **Property** which belongs to or is held in trust by or is in the custody or control of **You** other than
- A) **Your** directors', partners', **Employees'** or visitors' personal effects including vehicles and their contents
  - B) premises and their contents which are not owned, leased or rented to **You** at which **You** are working in connection with **Your Business**
  - C) premises and their fixtures and fittings which are leased or rented to **You** unless the legal liability arises solely because of a contract or agreement or where the legal liability arises from an agreement to maintain insurance in respect of **Damage** to any such premises and their fixtures and fittings.

#### 4 Pollution or Contamination

Any legal liability caused by or arising out of pollution or contamination unless caused by a **Sudden Pollution or Contamination Incident**.

## What is covered

## What is not covered

### 5 Product Defects and Recall

- A) Any legal liability in respect of loss of or **Damage** to any product supplied or contract work executed by **You** caused by any defect or unsuitability for its intended purpose.
- B) Any legal liability in respect of the cost of recall, removal, repair, alteration, replacement or reinstatement arising from the defect or unsuitability of any product supplied by **You** or any contract work executed by **You**.

### 6 Professional Risks

Any legal liability arising from or in connection with any advice, design or specification provided by **You** for a fee.

### 7 Contractual Liability

Any legal liability arising from or in connection with any product supplied or contract work executed by **You** where such liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement. This exclusion shall not apply if such agreement has been accepted by **Us** in writing.

### 8 Disposed Premises

Any legal liability for the costs of remedying

- A) any defect or alleged defect
- B) the presence of **Asbestos, Asbestos Dust or Asbestos Containing Materials**

in premises disposed of by **You**.

### 9 Fines or Penalties

Any legal liability for

- A) fines or penalties
- B) the costs of appeal against any improvement or prohibition notices
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction
- E) aggravated, exemplary or punitive damages awarded by any Court outside **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

### 10 Fear of Asbestos

Any legal liability for mental injury or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to **Asbestos, Asbestos Dust or Asbestos Containing Materials**.

## What is covered

## What is not covered

### 11 Asbestos Removal Costs

Any legal liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**.

### 12 Aircraft Products

Any legal liability arising from **Aircraft Products**.

### 13 Contribution

**Your Contribution** as shown in the **Schedule** in respect of

- A) the claimants damages
- B) the claimants costs and expenses.

### 14 Cyber

Any legal liability for mental injury arising from

- A) loss destruction or corruption of **Data**
- B) appropriation transmission use access to storage or modification of **Data**
- C) the reduction in or loss of ability to use access process transmit modify or store **Data**
- D) misinterpretation or misuse of **Data**.

## Extensions to Section 2

### THIS INSURANCE ALSO COVERS

#### What is covered

##### 1 Cross Liabilities

If there is more than one Policyholder specified in the **Schedule** this Section will apply separately to each one as if a separate **Policy** had been issued to each

Provided that **Our** total amount payable does not exceed the **Limit of Indemnity** stated in the **Schedule**.

##### 2 Compensation for Court Attendance

If **We** require any director, partner or **Employee** of **Yours** to attend Court as a witness in connection with a claim **We** will pay **You** the amount shown below

- A) for any director or partner of **Yours** £500 per day
- B) for any **Employee** £250 per day.

##### 3 Contingent Motor Liability

**Your** legal liability to pay damages and/or costs resulting from

- A) **Injury** to others, or
- B) **Damage** to **Property** belonging to others

arising out of the use of any motor vehicle by an **Employee** in the course of the **Business** which is not **Your Property** nor provided by **You**.

##### 4 Personal Legal Liabilities whilst Overseas

**We** will cover **You** or at **Your** request **Your** directors, partners, **Employees** or any family member accompanying them for legal liabilities in a personal capacity whilst temporarily outside of **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man in connection with the **Business**.

##### 5 Data Protection Act

**We** will provide an indemnity to **You** and if **You** so request any **Employee** or director or partner of **Yours** against legal liability to pay damages for damage or distress as described in United Kingdom Data Protection laws or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any replacement legislation in respect of any of the foregoing

**We** will also pay claimant's costs and expenses which **You** are legally liable to pay in connection with any claim incurred with **Our** prior written approval

Provided that **You** have paid the appropriate fee under the Data Protection (Charges and Information) regulations 2018 or are exempt from doing so.

##### 6 Defective Premises Act

**Your** legal liability in respect of **Injury** or **Damage** to **Property** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

#### What is not covered

- 1 **Damage** to the vehicle or its contents.
- 2 Any legal liability caused while the vehicle is being driven by **You**.
- 3 Where cover is provided by any other insurance policy.
- 4 Any legal liability caused while the vehicle is being driven outside of **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

- 1 Any legal liability arising out of
  - A) the ownership or occupation of land or buildings
  - B) where cover is provided by any other insurance policy
  - C) all exclusions shown under 'What is not covered'.

- 1 Any amount in excess of £1,000,000 in the aggregate in any one **Period of Insurance**
- 2 The payment of fines or penalties
- 3 The costs of notifying any person regarding loss of **Data**
- 4 The costs of replacing reinstating rectifying erasing blocking or destroying **Data**
- 5 Any liability arising from or caused by a deliberate or intentional act or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by **You** or any other person having regard to the nature and circumstances of such act or omission
- 6 Any claim which arises out of circumstances notified to previous insurers or known to **You** at the inception of this **Policy**
- 7 Any legal liability where indemnity is provided by any other insurance or elsewhere in this **Policy**.

## What is covered

### 7 Temporary Workers

If **You** engage **Persons Employed** on a temporary basis **We** will include such workers without additional charge provided that the combined total number of days during which such workers are engaged does not exceed 50 days in any one **Period of Insurance** in respect of all temporary **Persons Employed**.

### 8 Financial Loss – Products Liability

**We** will cover **You** in respect of legal liability for Financial Loss as a direct result of products supplied.

The maximum **We** will pay, including costs and expenses, in respect of all claims made against **You** in any one **Period of Insurance** is £50,000.

This cover only applies to claims made against **You** during the currency of this **Policy** or within 30 days of its expiry.

## What is not covered

# Public Liability/Products Liability – how We settle claims

## How We settle claims for Your legal liabilities to third parties

Subject to the terms and conditions of **Your Policy**, **We** will pay the amount of any damages and costs which a Court has ordered **You** to pay or which **You** have (with **Our** written consent) agreed to pay, in addition to any costs that **You** have incurred with **Our** written consent.

**Your Contribution** as shown in the **Schedule** is payable before **We** will be liable to make any payment.

## The most We will pay

In respect of any one **Event** the most **We** will pay is the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

In respect of all **Events** happening during any one **Period of Insurance** in respect of products supplied the most **We** will pay is the **Limit of Indemnity** in respect of Products shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

In respect of all incidents considered by **Us** to have occurred during any one **Period of Insurance** in respect of pollution or contamination of buildings, other structures, water, land or atmosphere the most **We** will pay is the **Limit of Indemnity** in respect of Pollution shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

## Our right to pay the full limit at any time

In respect of any one **Event** **We** may pay the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims arising from the **Event** can be settled. **We** will then relinquish control of such claims and have no further liability in respect of them except for any further costs and expenses for which **We** are liable under this **Policy** and which were incurred by **You** prior to the date of such payment.

## Parties to the contract of insurance

If **We** have to provide cover for more than one person **Our** liability will not be more than the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

The most **We** will pay in respect of all incidents considered by **Us** to have occurred during any one **Period of Insurance** consequent on or attributable to one source or original cause irrespective of the number of **Persons Entitled to Indemnity** having a claim under this **Policy** consequent on or attributable to that one source or original cause shall not exceed the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

The most **We** will pay in respect of all damages arising out of all claims during any one **Period of Insurance** irrespective of the number of sources or original causes of such claims and irrespective of the number of **Persons Entitled to Indemnity** having claims under this **Policy** in respect of those sources or original causes shall not exceed the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

For the purposes of the **Limit of Liability** all the **Persons Entitled to Indemnity** under **Your Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

## United States of America Claims

In respect of claims happening or where a claim is brought in the **United States of America** all costs and expenses of the claimant and the costs and expenses (incurred by **Us** or with **Our** written consent) of any **Person Entitled to Indemnity** are included within the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

## Requirements which You must comply with in respect of Section 2 Public Liability/Products Liability

### Bona-fide sub-contractors

**We** will indemnify **You** in respect of work carried out by sub-contractors working for **You** and on **Your** behalf provided that:

- A) Where any work is undertaken for **You** or on **Your** behalf by any sub-contractor operating under a contract for services **You** must prior to their appointment ensure that each sub-contractor holds current and valid Public Liability insurance which:
  - i) is appropriate to the work being carried out
  - ii) has a **Limit of Indemnity** which is no less than the Public Liability limit of this **Policy**
  - iii) includes an indemnity to principal clause
  - iv) does not include any restrictions or exclusions in respect of **Asbestos** or the work they are undertaking for **You**
- B) In the event of a claim under this Extension **You** shall provide documentary evidence of the Public Liability insurance held by the sub-contractors at the time of their appointment to work for **You**.

**Where material to the loss, failure to comply with any of these requirements will result in Us not paying Your claim.**



## Section 3 Legal Defence Costs

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

### What is covered

#### Part A

Criminal Proceedings relating to Health and Safety at Work in respect of duties to **Your Employees**.

We will pay

- 1 legal costs and expenses incurred with **Our** written consent
- 2 costs awarded against **You** or any director, partner or **Person Employed**

in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

The proceedings must relate to

- i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

and

- ii) the health, safety and welfare of a director, partner or **Person Employed**.

#### Part B

Criminal Proceedings relating to Health and Safety at Work in respect of duties to members of the public and to Consumer Protection and Food Safety.

We will pay

- 1 legal costs and expenses incurred with **Our** written consent
- 2 costs awarded against **You** or any director, partner or **Person Employed**

in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

The proceedings must relate to

- A) i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978  
and  
ii) the health, safety and welfare of any person other than a director, partner or **Person Employed**
- B) a breach of Part II of the Consumer Protection Act 1987
- C) a breach of Part II of the Food Safety Act 1990.

### What is not covered

#### 1 Fines or Penalties

- A) Fines or penalties of any kind.
- B) The costs of appeal against any improvement or prohibition notices.
- C) Fees for intervention payable under the Health and Safety Fees (Regulations) 2012.
- D) Compensation awarded by a Court of Criminal Jurisdiction.

#### 2 Other Insurances

Where cover is provided by any other insurance policy.

#### 3 Deliberate Act

Any proceedings or conviction which arise out of any deliberate act or omission by **You** or any director or partner of **Yours**, or by any **Employee** with specific responsibility for compliance with the legislation.

#### 4 Asbestos

Any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to **Asbestos, Asbestos Dust or Asbestos Containing Materials**.

#### 1 Fines or Penalties

- A) Fines or penalties of any kind.
- B) The costs of appeal against any improvement or prohibition notices.
- C) Fees for intervention payable under the Health and Safety Fees (Regulations) 2012.
- D) Compensation awarded by a Court of Criminal Jurisdiction.

#### 2 Other Insurances

Where cover is provided by any other insurance policy.

#### 3 Deliberate Act

Any proceedings or conviction which arise out of any deliberate act or omission by **You** or any director or partner of **Yours**, or by any **Employee** with specific responsibility for compliance with the legislation.

#### 4 Asbestos

Any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to **Asbestos, Asbestos Dust or Asbestos Containing Materials**.

## Legal Defence Costs – how We settle claims

### How We settle claims for Your legal defence costs

As long as the legal defence costs are covered under **Your Policy** **We** will pay the costs that **You** have incurred with **Our** written consent and the costs awarded against **You** and at **Your** request any of **Your** directors, partners or any **Person Employed**.

### Special Provision

**We** shall pass notification to an independent third party service provider with whom **We** have an agreement and which shall administer the claim on **Our** behalf.

### The most We will pay

Irrespective of the number of **Persons Entitled to Indemnity** the most **We** will pay in any one **Period of Insurance** for legal defence costs is the **Limit of Indemnity** shown under Section 3 (Legal Defence Costs) in **Your Schedule**.

### Our right to pay the full limit at any time

**We** may pay the **Limit of Indemnity** shown under Section 3 (Legal Defence Costs) in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims **You** have notified to **Us** can be settled. **We** will then relinquish control of such claims and be under no further liability in respect of legal defence costs. **We** shall pass notification of any claim for legal defence costs to the third party provider approved by **Us**.

### Parties to the contract of insurance

If **We** have to provide cover for more than one person **Our** liability will not be more than the **Limit of Indemnity** shown under Section 3 (Legal Defence Costs) in **Your Schedule**.

For the purposes of the **Limit of Liability** all the **Persons Entitled To Indemnity** under **Your Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

# Tools Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

## What is covered

- 1 Damage to Tools.

## What is not covered

- 1 **Your Contribution** as shown in the **Schedule** other than where the loss is caused by theft or attempted theft from any unattended motor vehicle or trailer not kept in a securely locked garage or compound **Overnight** where **Your Contribution** will be £250.
- 2 **Damage** occurring outside the **Territorial Limits**.
- 3 Any amount in excess of the Single Article Limit shown in the **Schedule**.
- 4 Any claim in excess of the Per Person Limit shown in the **Schedule**.
- 5 Any **Property** that is insured on another policy.
- 6 **Damage** due to theft or attempted theft of unattended **Tools**
  - A) unless the **Tools** are concealed out of sight in a securely locked vehicle and all windows and sunroofs are fully closed and all doors and other means of access to the vehicle including the boot are locked and there is evidence that entry or access to the vehicle has been effected by forcible and violent means.
  - or
  - B) unless the **Tools** are contained in a securely locked trailer or building or room and there is evidence that entry or access to the trailer or building or room has been effected by forcible and violent means.
- 7 **Damage** caused by delay, confiscation or detention by order of any Government or Public Authority.
- 8 **Damage** as a result of any person obtaining any **Property** by deception.
- 9 **Damage** caused by pollution or contamination.
- 10 **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
- 11 **Damage to Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- 12 **Damage** commencing prior to the granting of cover under this Insurance.
- 13 **Damage** caused by
  - A) its own faulty or defective design or materials
  - B) inherent vice, latent defect, wear and tear, gradual deterioration or gradually operating cause, frost or change in the **Water Table Level**

## What is covered

## What is not covered

but not subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance

- C) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects
- D) change in temperature, colour, flavour, texture or finish
- E) mechanical or electrical breakdown, failure or derangement

but not such **Damage** or subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance.

- 14 **Damage** to any **Tools** let out on hire.
- 15 **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

## Tools Insurance – how We settle claims

If **Tools** suffer **Damage** as covered under this Insurance **We** will pay **You** the amount of loss or at **Our** option reinstate or replace such **Property** provided that **Our** liability shall not exceed the applicable **Sum Insured** or **Limit of Liability** shown in the **Schedule**.

**We** will pay **You** the cost of reinstatement which is

- 1 the cost of replacement by similar **Property** where the **Property** is destroyed
- 2 the cost of repairing or restoring the damaged portions where the **Property** is damaged

all to a condition substantially the same but not better or more extensive than its condition when new.

### Partial Damage

Where **Damage** occurs to only part of the **Property** **Our** liability shall not exceed the amount which **We** would have been liable to pay had the **Property** been wholly destroyed.

### Plans and documents in support of the claim

**You** shall at **Your** own expense produce and provide **Us** with all such plans, documents, books and information as **We** may reasonably require.

# Business Equipment and Business Stock Insurance

THIS INSURANCE ONLY APPLIES WHERE  
SHOWN AS INCLUDED IN THE SCHEDULE

## What is covered

- 1 **Damage to Business Equipment**
- 2 **Damage to Business Stock**

## What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of £2,500 for any single item.
- 3 Any item left in or on any unattended vehicle for the night except where such vehicle is left closed and locked and either
  - A) garaged in a building which is securely closed and locked or
  - B) parked in a compound secured by locked gates.
- 4 **Damage** by theft from any unattended vehicle unless
  - A) the **Property Insured** is concealed in a glove compartment or locked luggage compartment and
  - B) all points of access to the vehicle are locked or the vehicle is stolen at the same time.
- 5 **Damage to Property Insured** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- 6 **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
- 7 Any **Property** that is insured on another policy.
- 8 **Damage** caused by
  - A) delay, confiscation or detention by order of any Government or Public Authority
  - B) counterfeit, substitute or foreign coins.
- 9 **Damage** as a result of any person obtaining any **Property** by deception.
- 10 **Damage** occurring outside the **Territorial Limits**.
- 11 **Damage** caused by pollution or contamination.
- 12 **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
- 13 **Damage** commencing prior to the granting of cover under this Insurance.
- 14 **Damage** caused by
  - A) its own faulty or defective design or materials
  - B) inherent vice, latent defect, wear and tear, depreciation, gradual deterioration or gradually operating cause, frost or change in the **Water Table Level**

but not subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance.

## What is covered

## What is not covered

### 15 **Damage** caused by

- A) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects
- B) change in temperature, colour, flavour, texture or finish
- C) mechanical or electrical breakdown, failure or derangement

but not such **Damage** or subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance.

### 16 **Damage to Money** and securities of any description.

## Business Equipment and Business Stock Insurance - how We settle claims

If any of the **Property Insured** suffers **Damage** as covered under this Insurance **We** will pay **You** the amount of loss or at **Our** option reinstate or replace such **Property Insured** provided that **Our** liability shall not exceed the applicable **Sum Insured** shown in the **Schedule**.

**We** will pay **You** the cost of reinstatement which is

- 1 the cost of replacement by similar **Property** where the **Property Insured** is destroyed
- 2 the cost of repairing or restoring the damaged portions where the **Property Insured** is damaged

all to a condition substantially the same but not better or more extensive than its condition when new.

## Other considerations when settling any claims under this Insurance

### Partial Damage

Where **Damage** occurs to only part of the **Property Insured** **Our** liability shall not exceed the amount which **We** would have been liable to pay had the **Property Insured** been wholly destroyed.

### Plans and documents in support of the claim

**You** shall at **Your** own expense produce and provide **Us** with all such plans, documents, books and information as **We** may reasonably require.



# Contractor's All Risks Insurance

THE FOLLOWING INSURANCE SECTIONS ONLY APPLY WHERE THEY ARE SHOWN AS INCLUDED IN THE SCHEDULE

## What is covered

## Section 1 – Contract Works

### What is covered

- 1 **Damage** to the **Permanent and Temporary Works** for which **You** are responsible occurring
  - A) on the **Contract** site
  - B) in transit by road, rail or inland waterway to or from the **Contract** site.

## What is not covered

### What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** occurring outside the **Territorial Limits**.
- 3 **Contracts in excess of the Sum Insured**  
**Damage** to **Permanent and Temporary Works** which are the subject of any **Contract** with a value at commencement in excess of the **Sum Insured** shown in the **Schedule**.
- 4 **Existing Structures**  
**Damage** to any property forming or which formed the whole or part of any building or structure existing prior to the start of the **Contract**.
- 5 **Completion**  
**Damage** to the permanent works or any part of them
  - A) in respect of which a Certificate of Completion has been issued by or to **You** or
  - B) which has been completed and handed over or
  - C) which has been taken into use with **Your** permission for a purpose other than for the performance of the **Contract** or
  - D) which on a **Speculative Development** arises after **Substantial Completion**.
 except as provided by Extensions to Cover 1.
- 6 **Defective Property**  
 The cost of repairing, replacing or rectifying **Defective Property** or **Permanent and Temporary Works** which relies for its support or stability on any **Defective Property**.
- 7 **Penalties under Contract**  
 Penalties under **Contract** for delay or non-completion or any loss caused by or arising from such penalties.
- 8 **Relief under Contract**  
**Damage** for which **You** are relieved of responsibility under any contractual agreement.
- 9 **Non-Ferrous Metals**  
 Theft of unfixed non-ferrous metals of any description unless
  - A) an authorised **Employee** or agent appointed by **You** is on the **Contract** site at the time of the theft
 or
  - B) such property is contained within a securely locked hut or building.

## What is covered

# Section 2 – Own Plant

- 1 **Damage to Own Plant** occurring whilst in **Your** custody and control.

## What is not covered

### 10 Nuclear Site Risks

**Damage to Nuclear Material** or any constructional work including decommissioning in or of any building, plant, equipment or other property which has been used is used or is designated to be used for the **Production or Use of Nuclear Material** without **Our** prior agreement.

- 1 **Your Contribution** as shown in the **Schedule**.

- 2 **Damage** occurring outside the **Territorial Limits** or at any **Contract** site not insured by this **Policy**.

### 3 Plant Offsite

**Damage to Own Plant** while such property is away from any **Contract** site unless it is temporarily

- A) stored in a locked premises, compound or garage or
- B) in transit but excluding
  - i) theft from an unattended vehicle unless all doors, windows or other points of access have been closed and locked, security devices have been correctly set and all keys removed
  - ii) any loss from any vehicle which is away from the site of any **Contract** between the hours 18:00 and 08:00 unless such vehicle is contained in a securely locked building or guarded security park.

### 4 Breakdown

**Damage** to any item of machinery, plant, tools or equipment caused by its own breakdown or explosion.

### 5 Motor Vehicles

**Damage to**

- A) any mechanically propelled vehicle or plant for which a certificate of insurance or security is required in accordance with the applicable Road Traffic Act
- B) any mechanically propelled vehicle or plant that is otherwise insured

but not **Damage** to any mechanically propelled vehicle or plant which at the time of the **Damage** is being used at the **Contract Site** as a tool of trade or while it is being carried to or from such site.

### 6 Airborne or Waterborne Risks

**Damage** to any waterborne craft or anything intended to be waterborne or aircraft or other aerial devices or any property in or on.

## What is covered

# Section 3 – Hired-In Plant

- 1 **Your** legal liability under the terms of **Your** hiring agreement to pay compensation for **Damage** to **Hired-In Plant** whilst in **Your** custody and control.

## What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** occurring outside the **Territorial Limits** or at any **Contract** site not insured by this **Policy**.
- 3 **Plant Offsite**  
**Damage** to **Hired-In Plant** while such property is away from any **Contract** site unless it is temporarily
  - A) stored in a locked premises, compound or garage or
  - B) in transit but excluding
    - i) theft from an unattended vehicle unless all doors, windows or other points of access have been closed and locked, security devices have been correctly set and all keys removed
    - ii) any loss from any vehicle which is away from the site of any **Contract** between the hours 18:00 and 08:00 unless such vehicle is contained in a securely locked building or guarded security park.
- 4 **Breakdown**  
**Damage** to any item of machinery, plant, tools or equipment caused by its own breakdown or explosion.
- 5 **Motor Vehicles**  
**Damage** to
  - A) any mechanically propelled vehicle or plant for which a certificate of insurance or security is required in accordance with the applicable Road Traffic Act
  - B) any mechanically propelled vehicle or plant that is otherwise insured
 but not **Damage** to any mechanically propelled vehicle or plant which at the time of the **Damage** is being used at the **Contract Site** as a tool of trade or while it is being carried to or from such site.
- 6 **Airborne or Waterborne Risks**  
**Damage** to any waterborne craft or anything intended to be waterborne or aircraft or other aerial devices or any property in or on.

## What is covered

## What is not covered

### THIS INSURANCE ALSO DOES NOT COVER IN RESPECT OF SECTIONS 1, 2 AND 3

#### 1 Normal Upkeep

The cost of normal upkeep or normal making good.

#### 2 Wear and Tear

The costs making good by reason of wear, tear, rust, mildew or other gradual deterioration.

#### 3 Money

**Damage** to deeds, bonds, bills of exchange, promissory notes, cash, bank notes, cheques, securities for money or stamps.

#### 4 Disappearance or Shortage

**Damage to Property Insured** either by disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or is not traceable to an identifiable **Event**.

#### 5 Failure of a System

**Damage** caused directly or indirectly by any failure of a system resulting in **Damage** (whether direct or indirect) to any such system or to any other **Property Insured** unless **Damage** results from a **Defined Peril**.

# Extensions to Cover

## THIS INSURANCE ALSO COVERS

### What is covered

#### 1 Maintenance or Defects Liability Period and I.C.E. Standard Conditions of Contract

We will cover **You** for **Damage** to the permanent works or any part of them during

- A) any maintenance or defects liability period not exceeding 12 months duration or as otherwise specified in the **Schedule** but only in respect of **Damage** for which **You** are liable arising from a cause occurring prior to the commencement of the maintenance period
- B) a period of 14 days after the Engineer has issued a Certificate of Completion where required under Clause 21 of the Institute of Civil Engineers' Contract Conditions (Fifth Edition) if applicable (or any subsequent revision or substitution thereof)

or for **Damage** to

- i) work actually being undertaken during such maintenance period solely in connection with **Your** obligations under the **Contract** to remedy a defect or complete any snagging list and
- ii) any constructional plant insured under Section 2 or 3 for use in connection with such work.

#### 2 Offsite Storage

(applicable to Section 1 only)

Materials or goods designated for incorporation in the **Permanent and Temporary Works** while temporarily held in storage away from the site of the **Contract** up to the point of their incorporation in the works.

#### 3 Contract Price Increase

(applicable to Section 1 only)

If the final price of the **Contract** exceeds the **Sum Insured** shown in the **Schedule** for **Permanent and Temporary Works** then the **Sum Insured** shall be increased proportionately.

#### 4 Immobilised Plant

(applicable to Sections 2 and 3 only)

The cost of recovery or withdrawal of **Own Plant** or **Hired-In Plant** which is unintentionally immobilised.

#### 5 Other Interests

The interest in the **Property Insured** of any party entering into an agreement with **You** (or any principal of **Yours**) is noted in this insurance to the extent that the agreement entered into with **You** (or any principal of **Yours**) requires such interest to be noted and is in respect of that part of the **Property Insured** to which the agreement relates.

### What is not covered

1 Materials or goods being worked on in order to complete the contract.

2 Any amount in excess of 15% of the **Sum Insured** for **Permanent and Temporary Works** shown in the **Schedule** or £25,000 whichever is the lower amount in respect of materials and goods stored at any one location.

This limit does not apply where and to the extent that it is necessary for **You** to comply with Clauses 16 and 30.3 of the JCT Conditions of Contract or Clause 54(3) of the ICE Form of Contract or any equivalent contract conditions.

1 Any amount exceeding 125% of the **Sum Insured** for **Permanent and Temporary Works** shown in the **Schedule**.

1 Recovery or withdrawal necessitated solely by reason of electrical or mechanical breakdown or derangement.

## What is covered

### 6 Indemnity to Principals

We will indemnify any employer or principal of **Yours** in respect of the cover provided by this Insurance but only to the extent required by the contract between **You** and such employer or principal provided that the employer or principal shall observe and be subject to the terms, exceptions and conditions of the insurance in so far as they can apply.

### 7 Continuing Hiring Fees and Breakdown Due to Negligence

In the event of **Damage** to **Hired-In Plant** giving rise to an admitted claim or one which would have been admitted but for the application of **Your Contribution**.

We will indemnify **You** against payment of hire charges for which **You** are responsible in connection with the item that has incurred **Damage** in respect of the period it cannot be used solely as a result of the **Damage**.

It is further agreed that Claim Condition 5 – Other Insurance will not apply in respect of **Damage** for which **You** are responsible under part (d) of Condition 9 - Breakdown Repairs and Adjustment of the model conditions of the Construction Plant-Hire Association or the Scottish Plant Owners Association.

### 8 Speculative Development

(applicable to Section 1 only)

Notwithstanding item 5D) of What is not covered under Section 1 if the **Contract** involves **Speculative Development** the Insurance under this section shall continue for a period of up to 90 days beyond the date of **Substantial Completion** of the last building on the site of the **Contract** pending transfer of ownership or letting provided that

- A) **Damage** to the contents of any building used as a **Show Property** the **Contents** is subject to the terms of Extension 9
- B) Nothing in this Extension shall be deemed to extend the **Period of Insurance** beyond the date of expiration or non-renewal of this **Policy**
- C) Whenever any **Show Property** is closed for business
  - a) all locks, bolts and other protective devices at the **Show Property** are in full and effective operation
  - b) all keys are removed from the **Show Property**.

### 9 Show Property Contents

We will cover **You** for **Damage** to the contents of **Show Property** until sold provided that

- A) Cover under this Insurance shall cease no later than 90 days from the date that the last building on the site has achieved **Substantial Completion**
- B) During the period from 1st December to 1st March an efficient heating system shall be left on at all times or the water system drained
- C) **Damage** due to theft or malicious damage is restricted to that following forcible and violent entry or exit.

## What is not covered

- 1 **Your Contribution** of £250 or the first 72 hours hire charges whichever is the greater.
- 2 Hire charges for which **You** would not have been responsible if the model conditions of the Construction Plant-Hire Association or Scottish Plant Owners Association had applied.
- 3 Any amount in excess of £5,000 in respect of **Damage** to any one item.
- 4 Any amount in excess of £10,000 in respect of all **Damage** from any one loss.
- 5 Hire charges after a period of three months commencing on the date of the **Damage**.

- 1 **Your Contribution** is £500.
- 2 Any amount in excess of £100,000 for any one claim or series of claims arising out of any one event.

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of £25,000 in respect of any one **Show Property**.

## Contractor's All Risks Insurance – how We settle claims

If any of the **Property Insured** described in the **Schedule** suffers **Damage** as covered under this Insurance during the **Period of Insurance** We will pay **You** the amount of loss or at our option repair, reinstate or replace such **Property** provided that **Our** liability shall not exceed the applicable **Sum Insured** or **Limit of Liability** shown in the **Schedule**.

### How We settle claims for Damage to Contract Works

As long as the **Damage** is covered under this **Insurance** We will pay **You**

#### Cost A

The cost of repair, reinstatement or replacement by similar **Property** less an appropriate deduction for wear and tear.

#### Cost B

The cost of complying with **Public Authorities** requirements which is the additional cost of reinstatement of the **Property** incurred with **Our** consent in complying with Building Regulations or local authority or other statutory requirements first imposed upon **You** following the **Damage**

provided that

- 1 the reinstatement is completed within twelve months of the occurrence of the **Damage** or
- 2 within such further time as **We** may allow in writing

excluding

- 1 the cost of compliance with any of the above regulations or requirements relating to undamaged **Property** or undamaged portions of **Property** other than foundations
- 2 any rate, tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the above regulations or requirements.

#### Cost C

The cost of removing debris which is the cost incurred with **Our** consent in

- 1 removing and disposing of debris
- 2 dismantling or demolishing
- 3 shoring up or propping
- 4 cleaning or repairing drains and service mains on site

of the portion or portions of the **Permanent and Temporary Works** subject to **Damage**

excluding any costs or expenses arising from pollution or contamination of **Property** not insured by this Insurance.

#### Cost D

The cost of professional fees which are architects', surveyors and consulting engineers' fees necessarily incurred in the repair, reinstatement or replacement of the **Permanent and Temporary Works**

excluding fees

- 1 incurred for preparing any claims
- 2 that exceed those authorised under the scales of the various institutes and bodies regulating such charges.

### How We settle claims for Damage to Own Plant and Hired-In Plant

As long as the **Damage** is covered under this Insurance **We** will pay **You** the cost of repair, reinstatement or replacement by similar **Property** less an appropriate deduction for wear and tear provided that **Our** liability shall not exceed the applicable **Sum Insured** or **Limit of Liability** shown in the **Schedule**.

## Other considerations when settling any claims under this Insurance

#### Automatic reinstatement after a loss

If any of the **Property Insured** described in the **Schedule** suffers **Damage** other than by Theft the **Sum Insured** shall be reduced in whole or in part by the amount of any such **Damage**

In the absence of written notice by **You** or **Us** to the contrary within 30 days of the occurrence of any **Damage**, **Our** liability shall not be reduced by the amount of any loss

Provided that

1. **You** shall pay the appropriate additional premium for such automatic reinstatement of cover if required by **Us**
2. **We** will not be liable in respect of any one **Event** for more than the **Policy Sum Insured** or other **Limit of Liability**.
3. any **Limit of Liability** described as applying in the aggregate during the **Period of Insurance** shall not be reinstated
4. **You** shall take immediate steps to effect additions to or variations in the protections of the **Property Insured** as **We** may require.

#### Partial Damage

Where **Damage** occurs to only part of the **Property** **Our** liability shall not exceed the amount which **We** would have been liable to pay had the **Property** been wholly destroyed.

### Plans and documents in support of the claim

**You** shall at **Your** own expense produce and provide **Us** with all such plans, documents, books and information as **We** may reasonably require.

### Sub-Contract Works

For any **Contract** where **You** are acting as the main contractor a Certificate of Completion will be deemed not to apply to a Certificate of Completion issued in respect of sub-contract work or works where such a certificate transfers responsibility for such works to **You**.

### Series Losses

Where **Damage** of or to the **Property Insured** on any one **Contract** site arises during any one period of 72 consecutive hours caused by storm, tempest, flood or earthquake it shall be deemed to be a single **Event** and constitute one loss with regard to the application of **Your Contribution**.

### Defective Property

**Property Insured** shall not be regarded as having suffered **Damage** solely by virtue of the existence of **Defective Property**.

### Expediting Expenses

The cost of replacement or repair or reinstatement payable under this Insurance shall subject to **Our** written consent include the additional costs of overtime, weekend and shift working, plant hire charges or express delivery (including air freight) necessarily incurred in expediting repair, reinstatement or replacement of such **Damage** up to £50,000 in respect of any one occurrence of **Damage**.

### Rights of Recovery

Any claimant under this **Policy** shall at **Our** request and at **Our** expense take and permit to be taken all necessary steps in **Your** name for enforcing rights against any other party before or after any payment is made by **Us**.

**We** will not pursue any rights against

- 1 any company being parent of or subsidiary to **You** or any company which is a subsidiary of a parent company of which **You** are also a subsidiary in each case within the meaning of Sections 736 and 744 of the Companies Act 1985 or Articles 2 and 4 of the Companies (Northern Ireland) Order 1986
- 2 any sub-contractor engaged by **You** if the **Contract** is being performed under the JCT Standard Forms of Building Contract incorporating the 1986 Amendments to the Insurance and Related Liability Provisions (or the equivalent thereof) but this shall only apply to the extent that such waiver of subrogation is required in the above mentioned Amendments and only in so far as such waiver is required by the sub-contract.

## Requirements which You must comply with to benefit from cover under this Insurance

### Cessation of Work

If from any cause work ceases on the site of the **Contract** for a continuous period in excess of 30 days **You** must tell us immediately in writing and provide us with the details of work completed and outstanding. On receipt of such notice **We** may at **Our** discretion agree to continue this Insurance at special terms to be agreed.

### Access to the Property Insured

**You** shall give to **Us** and every person authorised by **Us** access to the **Property Insured** at all reasonable times.

### Reasonable Care

On the happening of any **Damage** **You** shall take all reasonable care to do or permit to be done everything that is reasonably practicable to avoid or reduce the **Damage** and to prevent repetition.



# Legal Expenses Insurance

**THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INCLUDED IN THE SCHEDULE**

## The Insurance Provided

This Section of the **Policy** provides a 'claims made' insurance. It covers **Legal Expenses** arising from matters notified to **Us** during the **Period of Insurance**, as set out below.

## Legal Expenses

### What is covered

1. **Legal Expenses** incurred during **Legal Proceedings** when all the following apply.
  - A The **Legal Proceedings** arise in the usual conduct of **Your Business**.
  - B The **Legal Proceedings** either:
    - 1 start and are notified to **Us** during the **Period of Insurance**; or
    - 2 arise from a **Dispute** notified to **Us** during the **Period of Insurance**.
  - C The **Legal Proceedings** relate to any of the following matters, which are fully described below under the heading 'Covered Legal Proceedings'
    - 1 Employment Disputes
    - 2 Prosecution Defence
    - 3 Occupied Property
    - 4 Damage to Goods
    - 5 Taxation Enquiries
    - 6 Appeals to Statutory Bodies
    - 7 Bodily Injury Recovery
    - 8 Contract Disputes

### What is not covered

1. Any amount more than the **Limit of Indemnity** shown in the **Schedule** for any one **Event** and in respect of all **Events** notified in the **Period of Insurance** (specific sub-limits also apply to some types of **Legal Proceedings**, and these are set out where those **Legal Proceedings** are described below under the heading 'Covered Legal Proceedings').
2. **Legal Proceedings** of which **You** are aware, or ought to have been aware, before the **Period of Insurance**.
3. **Legal Proceedings** arising from a **Dispute** of which **You** are aware, or ought to have been aware, before the **Period of Insurance**.
4. **Legal Proceedings** arising from a **Dispute** which commenced before the **Period of Insurance**, unless **You** have continuously purchased 'claims made' insurance covering such **Legal Proceedings** from the date and time that the **Dispute** commenced.
5. **Legal Proceedings** or **Disputes** not notified to **Us** as soon as reasonably possible when **You** first becomes aware of them, or ought to have become aware of them.

The full procedures relating to the notification of **Legal Proceedings** and **Disputes** are set out in 'Claims Conditions: Notification' below.

6. **Legal Proceedings** where there is not a 51% or greater prospect of successfully pursuing or defending the **Legal Proceedings**.
7. **Legal Proceedings** where the prospect of obtaining a reasonable outcome is uneconomical relative cost of the **Legal Proceedings**.
8. The estimate of the **Legal Expenses** to deal with **Your** claim must not be more than the amount of money in **Dispute**. The estimate of the **Legal Expenses** will be provided with the assessment of **Your** case and will be carried out by **Arc**. If the estimate exceeds the amount in **Dispute**, **We** may decline or end support for **Your** case.
9. Any **Legal Expenses** incurred without the prior written consent of **Arc**. (The process by which **Arc**'s consent can be obtained is set out in 'Claims Conditions: Consent' below).
10. **Legal Proceedings** which begin or are transferred outside the **Territorial Limits**.
11. **Legal Expenses** incurred outside the **Territorial Limits**.

## What is covered

## Jury Service Allowance

### What is covered

1. The salary or wages paid by **You** to an **Employee** whilst they are obliged to attend court for jury service because of a summons received during the **Period of Insurance**.
2. If **You** are an individual, **Your** individual loss of income, salary or wages resulting directly from **Your** obligation to attend court for jury service because of a summons received during the **Period of Insurance**.

## What is not covered

12. **Legal Expenses** which:
  - (a) are covered under any other Section of this **Policy** purchased by **You** and shown as 'Included' in the **Schedule**; or
  - (b) which would be covered under any other Section of this **Policy** if that Section had been purchased by **You** and was shown as 'Included' in the **Schedule**;including any **Legal Expenses** which would be covered but for the **Limits of Liability** or any other exclusion, term, or condition applicable to that Section.
13. **Legal Expenses** covered under any other insurance policy, or which would be covered under any other insurance policy if this **Policy** did not exist. This does not apply to the difference between the amount payable under that other insurance policy and the amount payable under this **Policy**.
14. **Legal Proceedings** in any way connected to a **Dispute** involving a third party in respect of which **You** hold liability insurance or are required to hold liability insurance by law.
15. Damages, fines, or penalties of any nature.
16. Any **Dispute** between **You** or between **You** and any subsidiary, parent, associated or sister company.
17. The defence of **Legal Proceedings** brought by a party who is an **Insured Person** for the purpose of those **Legal Proceedings**.
18. The pursuit of **Legal Proceedings** against a party who is an **Insured Person** for the purpose of those **Legal Proceedings**.
19. Any issue of law practice or procedure not directly connected with the **Legal Proceedings** which are otherwise covered under this **Policy**.

### What is not covered

1. Any amount more than £150 per day per **Employee**.
2. Attendance at any court outside the **Territorial Limits**.

## Witness / Defendant Attendance Allowance

### What is covered

1. The salary or wages paid by **You** to an **Employee** whilst they are obliged to attend a court or other hearing in connection with **Legal Proceedings** as a defendant or as a witness at the request of the **Representative**.
2. If **You** are an individual, **Your** individual loss of income, salary or wages resulting directly from **Your** obligation to attend a court or other hearing in connection with **Legal Proceedings** as a defendant or as a witness at the request of the **Representative**.

### What is not covered

1. Any amount more than £150 per day per **Employee**.
2. Attendance in connection with **Legal Proceedings** in respect of which **Arc** has not given consent for **Legal Expenses** to be paid under this **Policy** in accordance with the provisions set out in 'Claims Conditions: Consent' below.

## Covered Legal Proceedings

### 1 Employment Disputes

#### What is covered

1. The defence of **Legal Proceedings** brought against **You** which arise from a **Dispute** between **You** and an **Employee**, ex-**Employee** or prospective **Employee** relating to their contract of employment or any actual or alleged breaches of their statutory rights under employment legislation applicable within the **Territorial Limits**.
2. The pursuit of **Legal Proceedings** brought by **You** to recover possession of premises owned by **You** but occupied by an **Employee** or ex-**Employee**.

#### What is not covered

1. Any **Dispute** arising within three months of the commencement of the **Period of Insurance** unless this **Policy** is a renewal of a previous policy issued by **Us** which provided substantially the same employment cover.
2. Any **Dispute** arising within six months of the commencement of the **Period of Insurance** with an **Employee** to whom a warning was given at any time in the six months prior to the commencement of the **Period of Insurance** unless this insurance is a renewal of a previous policy issued by **Us** which provided substantially the same employment coverage.
3. Any **Dispute** arising from:
  - 3.1. a material change or attempt to change the particulars of an **Employee's** contract; or
  - 3.2. dismissal or redundancy of an **Employee**

unless advice was sought in advance of the change or attempted change from **Our** Legal Advice Helpline and this advice was followed.

To access this service contact **Our** legal consultants on 01455 251500 quoting 70108. This service is available 24 hours a day, 365 days a year. **We** accept no responsibility for failure of this service for reasons outside of **Our** control.
4. Any **Dispute** in connection with restrictive covenants contained with the contract of employment
5. Any **Dispute** in connection with patents, copyrights, design rights, moral rights, trade or service marks, registered designs, passing off trade secrets or confidential information.
6. Any **Dispute** in connection with relating to actual or alleged defamation or malicious falsehood.
7. Any **Dispute** in connection with a transfer of business in the scope of or in connection with rights or obligations under The Transfer of Undertakings (Protection of Employment) Regulations 2006.
8. Any **Dispute** relating to death, bodily injury, disease, or illness of any person.
9. Any **Dispute** relating to damage to property including loss of use of such property.
10. Any **Dispute** relating to determination by **You** of a worker's employment or self-employment status or the application of IR35 (off-payroll working) rules.

## Additional Insurance Provided: Basic and Compensatory Awards

### What is covered

We will also indemnify **You** in respect of:

1. Any basic and/or compensatory award which **You** must pay because of a judgment in a **Dispute** covered under 1. Employment Disputes.

## 2 Prosecution Defence

### What is covered

1. **Your** representation or, at **Your** request, representation of any **Partner, Director, or Employee**:
  - A during any investigation by the police or other statutory authority into an alleged criminal offence committed by that person;
  - B against prosecution in a court of criminal jurisdiction; or
- 2 Against a civil action for wrongful arrest or false imprisonment of any person accused of theft

### What is not covered

1. Additional awards, protective awards, aggravated damages or interim relief, or any award or settlement which exceeds the maximum sums that can be awarded in the employment tribunal on the same facts as a basic and/or compensatory award.
2. Awards of compensation or settlements made to the extent that they relate to contractual rights accrued before the actual or alleged breach of the actual or alleged contract of employment.
3. Awards or settlements made because of a failure to provide written reasons for dismissal.
4. Awards or settlements made which relate to a **Dispute** involving trade union activities including membership or non-membership.
5. Awards or settlements made which relate to a **Dispute** involving pregnancy, maternity, or paternity rights.
6. Awards or settlements made to the extent that they arise from **Your** obligation to make redundancy payments.

### What is not covered

1. Any **Dispute** relating to a breach of or offence under:
  - A the Health and Safety at Work etc. Act 1974; or
  - B the Corporate Manslaughter and Corporate Homicide Act 2007; or
  - C any breach of equivalent or amending legislation within the **Territorial Limits**.
2. Any **Dispute** relating to a breach of or offence under:
  - A Part II of the Consumer Protection Act 1987;
  - B the General Product Safety Regulations 2005;
  - C the Food Safety Act 1990;
  - D the General Food Regulations 2004; or
  - E any breach of equivalent or amending legislation within the **Territorial Limits**.
3. Any **Dispute** relating to death, bodily injury, disease, or illness of any person.
4. Any **Dispute** alleging damage to any property including loss of use of such property.
5. Any **Dispute** relating to taxation matters, including any investigation or enquiry by the Fraud Investigation Service (FIS) or Risk and Intelligence Service (RIS) of HM Revenue & Customs, and any investigation undertaken under HM Revenue & Customs Codes of Practice 8 or 9, or any prosecution arising therefrom.
6. Any **Dispute** arising from or relating to the ownership, possession, hiring or use of a motor vehicle, aircraft or watercraft.

### 3 Occupied Property

#### What is covered

- 1 The pursuit or defence of **Legal Proceedings** by **You** relating to the possession, tenancy, or lease of freehold or leasehold premises occupied for commercial purposes by **You**.
- 2 The pursuit of **Legal Proceedings** by **You** against a third party relating to a negligent act or omission, nuisance, trespass, or criminal damage in respect of freehold or leasehold premises occupied for commercial purposes by **You**.

#### What is not covered

1. Any **Dispute** related to premises not advised to **Us** by **You** before the **Period of Insurance**, or if first owned or occupied during the **Period of Insurance**, as soon as practicable and before the **Dispute** arose.
2. Any **Dispute** related to premises located outside the **Territorial Limits**.
3. Any **Dispute** between **You** and a lessee or tenant including without limitation those arising from rent reviews, lease, tenancy, or licence disputes, or relating to recovery of rent payable.
4. The defence of **Legal Proceedings** relating to death, bodily injury, disease, or illness of any person or alleging damage to any property including loss of use of such property.
5. Any **Dispute** relating to freehold title in respect of any premises.
6. Any **Dispute** in connection with mining or other subsidence or heave.
7. Any **Dispute** arising from compulsory purchase, confiscation, nationalisation, or requisition of freehold or leasehold premises.
8. Any **Dispute** over restrictions or controls placed on any freehold or leasehold premises by a government, public or local authority.
9. Any **Dispute** with a government, public or local authority or those acting on their behalf arising from actual, planned, or proposed construction, closure, adaptation or repair of roads, buildings, housing, or other works.

### 4 Damage to Goods

#### What is covered

1. The pursuit of **Legal Proceedings** by **You** against a third party relating to a negligent act or omission or criminal damage in respect of goods owned by **You** or for which **You** are legally responsible.

#### What is not covered

1. Any **Dispute** related to goods located outside the **Territorial Limits**.
2. Any **Dispute** relating to goods in transit or lent or hired to third parties.
3. Any **Dispute** relating to goods at premises other than those occupied by **You** unless they are at such premises for installation or use in work to be carried out by **You**.

## 5 Taxation Enquiries

### What is covered

- 1 Response to an enquiry into **Your** personal, partnership or company tax return by HM Revenue & Customs following the issue of the applicable statutory notice, including pursuit of an appeal of any consequent tax decision to HM Revenue & Customs and to the First-Tier Tribunal (Tax).
- 2 Response to expressions of dissatisfaction in the course of a Compliance Check by HM Revenue & Customs relating to Pay As You Earn, National Insurance Contributions or Value Added Tax, including pursuit of an appeal of any consequent tax decision to HM Revenue & Customs and to the First-Tier Tribunal (Tax).

### What is not covered

1. Any amount more than £25,000 for any one **Dispute** or series of **Disputes** arising from materially the same facts.
2. Any amount more than £100,000 for all **Disputes** and **Legal Proceedings** notified during the **Period of Insurance**.
3. Any enquiry into a tax return that was filed after the statutory filing date and where no reasonable excuse has been accepted by HM Revenue & Customs for late filing.
4. Costs in connection with the normal reconciliation of annual accounts and VAT (Value Added Tax) returns.
5. Any enquiry into a tax return that arises from enquiries into earlier years' tax returns, or other tax returns already under enquiry.
6. **Legal Proceedings** relating to actual or alleged non-disclosure of a tax avoidance scheme.
7. **Legal Proceedings** relating to **Your** use of a tax avoidance scheme which was or should have been disclosed under the above.
8. **Legal Proceedings** relating to Research and Development tax relief or Patent Box.
9. **Legal Proceedings** relating to determination by **You** of a worker's employment or self-employment status or the application of IR35 (off-payroll working) rules.
10. **Legal Proceedings** involving misstatement with intent to deceive in any relevant business books, records or returns which was known to **You** or any partner or director of **Yours** at the time such misstatement was made.  
  
If such intent to deceive is shown **We** shall be entitled to recover any **Legal Expenses** paid in respect of such **Legal Proceedings**.
11. Any judicial review proceedings, or appeal proceedings other than as expressly provided for in the relevant legislation.
12. Any criminal investigation or enquiry into taxation matters, including any investigation or enquiry by the Fraud Investigation Service (FIS) or Risk and Intelligence Service (RIS) of HM Revenue & Customs. Any investigation undertaken under HM Revenue & Customs Codes of Practice 8 or 9, or any prosecution arising therefrom.

## 6 Appeals to Statutory Bodies

### What is covered

1. Appeal against an improvement, prohibition or suspension notice served on **You** under:
  - A the Health and Safety at Work etc. Act 1974;
  - B the Consumer Protection Act 1987;
  - C the General Product Safety Regulations 2005;
  - D the Food Safety Act 1990;
  - E the General Food Regulations 2004; or
  - F equivalent or amending legislation within the **Territorial Limits**.
2. Appeal against an information, assessment or enforcement notice served on **You** under the Data Protection Act 2018 or other equivalent legislation within the **Territorial Limits**.
3. Appeal to the relevant statutory body or court concerning a decision by a registration authority to suspend, revoke, alter the terms of or refuses to renew a statutory licence.

### What is not covered

1. Any costs involved in the review or rectification of matters identified in, or compliance with, an improvement, prohibition, or suspension notice.
2. Any judicial review proceedings, or appeal proceedings other than as expressly provided for in the relevant legislation.
3. Appeal against a penalty or penalty variation notice served on **You** under the Data Protection Act 2018 or other equivalent legislation within the **Territorial Limits**.
4. Any costs involved in review or rectification of matters identified in or compliance with an improvement, prohibition, or suspension notice.
5. Any judicial review proceedings, or appeal proceedings other than as expressly provided for in the relevant legislation.
6. Any costs incurred in the routine application for or renewal of a statutory licence, or in applying for a replacement or amended licence following a suspension, revocation, alteration of the terms of, or refusal to review a statutory licence.
7. The pursuit or defence of **Legal Proceedings** between **You** and a government, public or local authority concerning the imposition of statutory charges.

## 7 Bodily Injury Recovery

### What is covered

1. The pursuit of compensation by **You** following an event happening during the **Period of Insurance** in the course of **Your Business** which causes bodily injury to **You**.
2. At **Your** request, the pursuit of compensation by any **Partner, Director, or Employee** of **Yours** following an occurrence happening during the **Period of Insurance** in the course of **Your Business** which causes bodily injury to any partner, director, or **Employee** of **Yours**.
3. Where an occurrence causing bodily injury to an **Insured Person** in the course of **Your Business** also directly causes bodily injury to a member of that **Insured Person's** immediate family, the pursuit of compensation by that immediate family member.

### What is not covered

1. **Legal Expenses** arising from or relating to any illness or bodily injury which develops gradually or is not caused by a specific and sudden event.
2. Compensation in respect of bodily injury which is covered by a policy of liability insurance which **You** hold or are required to hold by law.

## 8 Contract Disputes

### What is covered

1. The pursuit or defence of **Legal Proceedings** by **You** arising from a **Dispute** with a customer or supplier in respect of a contract with that customer or supplier for the sale, purchase, hire or supply of goods or services.

### What is not covered

1. **Legal Expenses** more than £5,000 in relation to any one **Dispute** or series of **Disputes** involving the same customer or supplier.
2. Any **Dispute** in respect of an amount less than £1,000 unless it forms part of a series of **Disputes** involving the same customer or supplier where the total amount in **Dispute** is more than £1,000.
3. Any **Dispute** about either the amount an insurer should pay to settle an insurance claim or the way a claim should be settled, including claims not paid.
4. Any **Dispute** involving recovery or payment of an undisputed debt.
5. Any **Dispute** in connection with the letting, tenancy, construction, extension, alteration, demolition, repair, renovation, or refurbishment of any premises.
6. Any **Dispute** in respect of a licence or franchise agreement.
7. Any **Dispute** relating to computer software or hardware that has been tailored by or on behalf of a supplier or by or on behalf of **You**.
8. Any **Dispute** relating to patents, copyrights, design rights, moral rights, trade or service marks, registered designs, passing off trade secrets or confidential information.
9. Any **Dispute** relating to actual or alleged defamation or malicious falsehood.
10. Any **Dispute** relating to determination by **You** of a worker's employment or self-employment status or the application of IR35 (off-payroll working) rules.
11. Any **Dispute** relating to death, bodily injury, disease, or illness of any person.
12. Any **Dispute** relating to damage to any property including loss of use of such property.
13. The defence of **Legal Proceedings** alleging breach of any professional duty.



## Claims Conditions

### Notification

**You** must notify **Us** immediately in writing upon becoming aware of any **Legal Proceedings** or **Dispute** which may be covered under this Section of the **Policy**.

**We will not make any payment in respect of Legal Proceedings or Disputes which are not notified in accordance with this requirement.**

**We** will forward any notifications to **Arc** who are appointed to manage claims under this Section of the **Policy**.

Special procedure for Employment Dispute claims

If a Form ET1 (Originating Application) is received from an employment tribunal, **You** must notify **Us** of the **Dispute** as set out above if this has not already been done.

In addition, in view of the statutory time limit applicable to response, **You** must immediately forward Form ET1 to **Arc** together with Form ET3 (Notice of Appearance by Respondent), which should be left blank.

**We** will not make any payment in respect of **Legal Proceedings** or **Disputes** relating to employment where these requirements are not adhered to.

### Observance

Where **You** have requested that cover be provided in respect of any other **Insured Person**, **You** are responsible for ensuring that such **Insured Person**:

- A is aware of and understands the applicable terms and conditions of this Section of the **Policy**; and
- B is aware that their **Legal Expenses** may not be covered if any of these terms and conditions are breached.

### Consent

The prior written consent of **Arc** must be obtained before any **Legal Expenses** are incurred. **Legal Expenses** incurred before such consent is given will not be covered.

1. Consent will be given where in **Arc's** reasonable opinion, having regard to all information made available to **Arc**, all the following criteria are met:
  - A there is a 51% or greater chance of successfully pursuing or defending the **Legal Proceedings** for a **Dispute** covered under this **Policy**.
  - B The chance of successfully pursuing or defending the **Legal Proceedings** has not been made worse than would otherwise be the case by any deliberate or reckless act or omission of the **Insured Person** which occurred after they first became aware of the **Dispute**.
  - C **Legal Expenses** are proportionate to the damages that **You** are claiming in the **Legal Proceedings**. **Legal Expenses** more than the damages that **You** can claim from **Your** opponent will not be covered.
  - D The amount of **Legal Expenses** payable is not expected to exceed the monetary loss which the **Insured Person** would be likely to incur in the absence of this **Policy** if the **Legal Proceedings** were not pursued or defended.

**Arc** will continue to review these criteria throughout the **Legal Proceedings** and may withdraw their consent at any time. **Legal Expenses** incurred after consent has been withdrawn will not be covered.

1. If at any time **Arc's** consent to begin or continue any **Legal Proceedings** is withheld the **Insured Person** may refer the matter to arbitration as set out under 'Arbitration' below.

The **Insured Person** may also seek to begin or continue such **Legal Proceedings** at their own expense. If they are successful in these **Legal Proceedings**, the **Legal Expenses** incurred will be repaid by **Us** as if consent had been given subject to all other terms, conditions, and exclusions of this **Policy**.

In no event will **We** pay **Legal Expenses** which exceed the monetary loss which the **Insured Person** would have been likely to incur in the absence of this insurance if the **Legal Proceedings** had not been pursued or defended.

2. The **Insured Person** must inform **Arc** in writing as soon as an offer to settle **Legal Proceedings** is received or a payment into court is made.

If **Arc** and the **Representative** recommend that the **Insured Person** should either make or accept an offer to settle the **Legal Proceedings**, the **Insured Person** must not refuse to do so or delay in doing so. If they do **Arc** may not agree to pay further **Legal Expenses**.

**You** and the **Insured Person** must not make or accept an offer to settle the **Legal Proceedings** without **Arc's** prior written consent. Any such settlement must consider **Our** interest in the recovery of fees and disbursements.

3. If the **Insured Person** wishes to appeal against the judgment of a court or other competent authority a written application must be submitted to **Arc** at least ten working days before the final date for lodging the appeal. The application must include the reasons for bringing the appeal.

The prior written consent of **Arc** must be obtained before any **Legal Expenses** are incurred in respect of such an appeal. Such consent will be given and will continue to be reviewed according to the criteria above and will be subject to all the provisions set out above.

The **Insured Person** must co-operate in an appeal against the judgment of a court or other competent authority when requested by **Arc**.

### Representation

1. **Arc** will, on request, select and appoint in the name of the **Insured Person** an appropriately qualified **Representative** to act for the **Insured Person** in any **Legal Proceedings**.

Alternatively, the **Insured Person** may select and appoint their own appropriately qualified **Representative** to act for them in **Legal Proceedings**, subject to **Arc's** prior written consent which will not be unreasonably withheld. Where consent is withheld **You** may refer the matter to arbitration as set out under 'Arbitration' below.

2. Where the **Insured Person** has selected and appointed their own **Representative** **We** will only pay the **Legal Expenses** which would have been incurred in the same circumstances by a **Representative** of **Arc's** choice. Any further **Legal Expenses** will be the responsibility of the **Insured Person**.

The costs component of these **Legal Expenses** will not exceed costs which are deemed reasonable and proportionate in accordance with the rules on costs such as those contained within the Civil Procedure Rules of England and Wales and rules on judicial expenses in Scotland. Where such rules prescribe or restrict the level of costs which can be recovered from an opponent, costs shall not exceed this amount. **Arc** may instruct cost experts to agree with the **Representative** which costs are reasonable and proportionate.

**We** will not pay **Legal Expenses** charged by a **Representative** chosen by the **Insured Person** for familiarising themselves with work already undertaken on the case.

**We** will not pay **Legal Expenses** incurred under any alternative funding arrangement or insurance, or costs which are only payable where **Legal Proceedings** are successful.

- Each **Insured Person** must give the **Representative** and **Arc** all information and assistance required. This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in **Your** possession. The **Insured Person** must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested.
- Arc** is entitled to obtain from the **Representative** any information, document, or advice relating to a claim under this insurance, whether or not legal privilege applies. On request the **Insured Person** will give any instructions necessary to ensure such access.
- If the **Representative** wishes to instruct counsel or appoint expert witnesses the names of counsel or the expert witnesses must be submitted to **Arc** together with an explanation of the necessity for such action.

The prior written consent of **Arc**, which will not be unreasonably withheld, must be obtained before instructions are given. Where consent is withheld **You** may refer the matter to arbitration as set under 'Arbitration' below.

## Arbitration

If at any time **You** ask for **Arc**'s consent in respect of any matter and this is not given, **You** may refer the matter to arbitration as set out below.

The arbitration shall be conducted by a barrister agreed upon by **You** and **Arc**. Failing agreement, the arbitrator shall be nominated by the Chair of the Bar Council or equivalent officer in the legal jurisdiction in which **Legal Proceedings** are or would be pursued.

The party that loses the arbitration shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall apportion costs. Any costs payable by **You** shall not be recoverable under this **Policy**.

If the arbitrator determines that **Arc** should have given consent, then any **Legal Expenses** incurred by **You** while consent was withheld will be repaid by **Us** as if consent had been given.

## Withdrawal

- We** may elect to pay **You** a sum not exceeding the realistic estimated value of any claim instead of paying any **Legal Expenses**. Such a decision will be entirely at **Our** discretion and will be in full and final settlement of the claim.
- Where **We** have provided an indemnity for **Legal Expenses** and the **Insured Person** withdraws from the **Legal Proceedings** without **Our** agreement, **We** shall be entitled to reimbursement for all **Legal Expenses** paid.

## Payment and Recovery

- All bills relating to any **Legal Proceedings** which an **Insured Person** receives from their **Representative** should be forwarded to **Arc** without delay.

Bills must be certified by the **Insured Person** to the effect that the charges have been properly incurred and that **We** are authorised to settle on the **Insured Person's** behalf.

Gross sum bills must be accompanied by a breakdown setting out the work done, and rates applied.

If requested the **Insured Person** must ask the **Representative** to submit the bill of costs for assessment or audit.

Paying some **Legal Expenses** does not imply that all **Legal Expenses** will be paid. If the **Insured Person** is in doubt, they should ask **Arc**. The **Insured Person** must not, without the prior written consent of **Arc**, enter into any agreement with the **Representative** as to the payment of **Legal Expenses**.

- The **Insured Person** through the **Representative** shall repay to **Us** any:
  - award of costs in favour of the **Insured Person**; or
  - costs agreed to be paid to the **Insured Person** as part of any settlement.

When the total amount of **Legal Expenses** incurred is within the **Limit of Indemnity**, the **Insured Person** and **Us** will share any **Legal Expenses** recovered according to the proportion paid.

Where the total cost of the legal action exceeds the **Limit of Indemnity**, the **Insured Person** and **Us** shall have priority over any other parties with an interest in any costs' recovery. The **Insured Person** and **Us** shall share such recovery according to the proportion paid, subject to **Our** right of recovery being restricted to the **Limit of Indemnity**.

## Minimising Claims or Legal Proceedings

Each **Insured Person** must take all reasonable measures to minimise the risk or likelihood of claims, and the cost of **Legal Proceedings**.

Where it is material to the loss, failure to comply with this requirement will result in **Us** not paying the **Insured Person's Legal Expenses** claim.

## Intentional Wrongdoing, Fraud and Dishonesty

- This **Policy** does not cover the **Legal Expenses** of an **Insured Person** in respect of **Legal Proceedings** which arise from their own intentional wrongdoing, reckless actions, dishonesty, fraud, or malicious conduct.
- If an **Insured Person** admits or is found by a court or other competent authority to have engaged in such intentional wrongdoing, reckless actions, dishonesty, fraud, or malicious conduct then **We** shall be entitled to recover from such **Insured Person** any **Legal Expenses** which it has incurred on their behalf in respect of such **Legal Proceedings**.

## Insolvency of Policyholder

If **You** are insolvent when a claim is notified or become insolvent during any **Legal Proceedings** to which **We** have given support, **We** have the right to refuse to admit a claim or immediately to withdraw its support from a claim. **You** shall be deemed insolvent upon the appointment of an office-holder within the meaning given by section 233 (A) or 372 (1) of the Insolvency Act 1986.

# Making a Complaint

## Our commitment to customer service

At RSA **We** are committed to going the extra mile for **Our** customers. If **You** believe that **We** have not delivered the service **You** expected, **We** want to hear from **You** so that **We** can try to put things right. **We** take all complaints seriously and following the steps below will help **Us** understand **Your** concerns and give **You** a fair response.

### Step 1

If **Your** complaint relates to **Your Policy** then please contact the sales and service team in the office which issued the **Policy** or **Your Broker**. If **Your** complaint relates to a claim then please call the claims helpline number shown in **Your Policy** booklet.

**We** aim to resolve **Your** concerns by close of the next business day. Experience tells **Us** that most difficulties can be sorted out within this time.

### Step 2

In the unlikely event that **Your** concerns have not been resolved within this time, **Your** complaint will be referred to **Our** Customer Relations Team who will arrange for an investigation on behalf of **Our** Chief Executive. Their contact details are as follows:

**Post:** RSA Customer Relations Team  
P O Box 255  
Wymondham  
NR18 8DP

**Email:** crt.halifax@uk.rsagroup.com

## Our promise to You

**We** will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep **You** informed of progress
- Do everything possible to resolve **Your** complaint
- Use the information from **Your** complaint to proactively improve **Our** service in the future.

Once **We** have reviewed **Your** complaint, **We** will issue **Our** final decision in writing within 8 weeks of the date **We** received **Your** complaint.

## If You are still not happy

If **You** are still unhappy after **Our** review, or **You** have not received a written offer of resolution within 8 weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

**Post:** Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

**Telephone:** 0800 0234567 (free from standard landline, mobiles may be charged)

0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

**Email:** complaint.info@financial-ombudsman.org.uk

**Website:** www.financial-ombudsman.org.uk.

**You** have six months from the date of **Our** final response to refer **Your** complaints to the Financial Ombudsman Service. This does not affect **Your** right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

## Thank You for Your feedback

**We** value **Your** feedback and at the heart of **Our** brand **We** remain dedicated to treating **Our** customers as individuals and giving them the best possible service at all times. If **We** have fallen short of this promise, **We** apologise and aim to do everything possible to put things right.

## Your Personal Information

Data privacy is important to **Us** and **We** are committed to ensuring that personal data is protected. **Our** Privacy policy details how **We** collect, use, share, and protect personal data. This can be found by going to **Our** website <https://www.rsainsurance.co.uk/privacy-policy/>. If **You** have any questions or comments about this or would like a printed copy of the full notice (a large text version is available), please contact:

RSA Data Protection Officer  
P O Box 255  
Wymondham  
NR18 8DP

**You** may also email **Us** at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com).

**We** obtain **Your** personal data and that of any joint policyholders or other parties who may be covered by **Your Policy** from **You** or those individuals themselves, **Your** insurance broker if **You** have one, claims handling suppliers and third parties such as credit reference agencies, the DVLA and other insurance industry sources for example, the Motor Insurance Database, the Claims and Underwriting Exchange and fraud prevention databases.

**We** use personal data for a number of different purposes, for example to:

- manage **Your** application, quotation and/or **Policy**;
- process claims;
- prevent and detect fraud and financial crime;
- update existing, and develop new products and services;
- carry out risk and pricing modelling; and
- meet **Our** legal and regulatory requirements.

**We** will always keep personal data confidential. However it may be necessary to share personal data with third parties where there is a valid reason to do so. For example, **We** may need to share personal data with:

- other parties involved in a claim and/or their representatives;
- contractors, partners, and suppliers who assist **Us** in the administration of **Your** application, quotation and/or **Policy** or help **Us** to process any claims; and
- government agencies, regulators, auditors, reinsurers and fraud prevention agencies where required to fulfil **Our** legal, commercial and regulatory obligations.

**We** will retain **Your** personal data (and that of any joint policyholders or other parties who may be covered) for as long as **We** have a business relationship with **You**. Once this relationship has ended (for example, **Your Policy** has expired, **Your** application is declined or **You** do not proceed with a quotation) **We** will only retain such personal data for as long as is necessary to satisfy **Our** legal, accounting or reporting obligations, or as necessary to resolve any disputes.

Data Protection law also gives **You** various rights over **Your** personal data. More details of these rights can be found in **Our** Privacy policy.

